

1 BILL NO. S-85-06-41

2 SPECIAL ORDINANCE NO. S-

130-85

3 AN ORDINANCE approving Contract
4 for Res. #6015-1985, Larez NSA,
5 Phase IV, by the City of Fort
6 Wayne, by and through its Board
7 of Public Works and Safety and
8 Hipkind Concrete Company, Inc.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

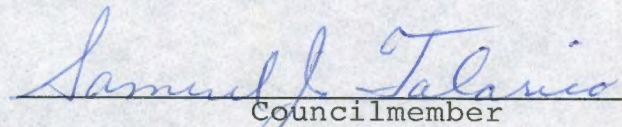
11 SECTION 1. That the annexed Contract, made a part hereof,
12 by the City of Fort Wayne by and through its Board of Public Works
13 and Safety and Hipkind Concrete Company, Inc., for Res. #6015-
14 1985, Larez NSA, is hereby ratified and affirmed and approved in
15 all respects. The work under said Contract requires:

16 improvement of Masterson Avenue from
17 Lafayette Street to the alley west
18 of Clinton; and Creighton Avenue from
19 Lafayette to the alley west of Clinton
20 by reconstructing sidewalks, curbs and
21 drive approaches;

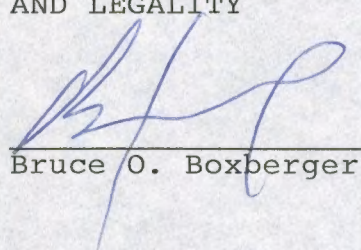
22 the Contract price is Seventy-Nine Thousand One Hundred Fifty
23 and No/100 Dollars (\$79,150.00).

24 SECTION 2. Prior approval was received from Council
25 with respect to this Contract on May 28, 1985. Two (2) copies
26 of the Contract attached hereto are on file with the City Clerk,
27 and are available for public inspection.

28 SECTION 3. That this Ordinance shall be in full force
29 and effect from and after its passage and any and all necessary
30 approval by the Mayor.

31 
32 Councilmember

33 APPROVED AS TO FORM
34 AND LEGALITY

35 
36 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Julius, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.

DATE: 6-25-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Julius, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	_____	_____	_____	<u>✓</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-9-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. I-130-85
on the 9th day of July, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of July, 1985, at the hour of 11:30 o'clock PM M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of July, 1985, at the hour of 9 o'clock A M., E.S.T.

Walter R. Gino
WIN MOSES, JR., MAYOR

**INVITATION FOR BIDDERS OF CONTRACTS
(Federally-Assisted Construction)**

PROJECT: LAREZ NSA, PHASE IV

RESOLUTION # 6015-85

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	II - III	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Improvement Proposal)
X	GP1 - GP17	General Provisions
X	GPA1 - GPA6	Federal Labor Standards Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Certification of Non-Segregated Facilities
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Federal Wage Scale
		Payment Bond
		Warranty Bond
X		Barricade Information

Discount for Prompt Payment 10 Calendar Days 20 Calendar Days 30 Calendar Days Other
(See General Provisions Clause) 2 8 8

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

BID SUBMITTED

Contractor HIPSKIND CONCRETE
By PATRICK D HIPSKIND
Its PRESIDENT
Offer Date 5-15-85
Compliance: C Bailey

Bidder agrees to keep bid open for acceptance for days (90 days unless otherwise specified.)

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works

David K. Kuntz
Bette R. (M.D.)

City of Fort Wayne
Mayor

Walter T.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

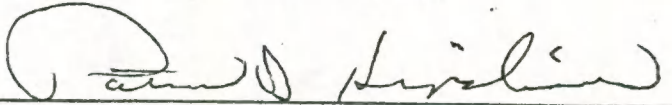
I, PATRICK D NIPSKIND, the PRESIDENT
(name)
____ of NIPSKIND CONCRETE CORP.
(position) (company)

hereby certify:

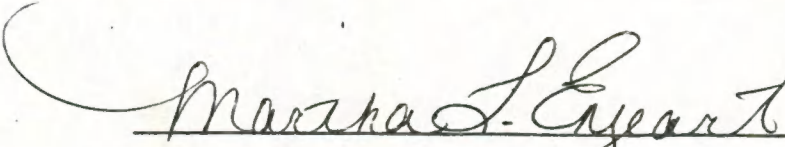
(1) That the Financial Statement of said company, dated the 15TH
day of MAY, 1985, now on file in the office of the Board of
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by
reference incorporated herein and made a part hereof, is a true and correct
statement and accurately reflects the financial condition of said company as of
the date hereof;

(2) That I am familiar with the books of said company showing its financial
condition and am authorized to make this certificate on its behalf.

Dated: 5-15-85


(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said
County and State, this 15TH day of MAY, 1985.



My commission expires:

April 19, 1987

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and

PATRICK D HIPSKIND

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

HIPSKIND CONCRETE CORP
By [Signature]
ITS PRESIDENT

Subscribed and sworn to before me by PAT HIPSKIND
this 15TH day of MAY, 1988.

My Commission Expires:

April 19, 1987

Martha J. Bryant
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Contract No.

ITEMIZED PROPOSAL

Note: Contractor will be paid on measured quantities only at unit-price bid.

Name of Contractor :

Hipster

CONCRETE

Project Name: . LAREZ NSA, PHASE IV

RES. NO. 6015-85

[illegible]

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HIPSKind CONCRETE CORPORATION.....

....., as Principal, (hereinafter called the "Principal"), and
the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized
under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound
unto..... CITY OF FORT WAYNE.....

..... as Obligee, (hereinafter called the "Obligee"),
in the sum of..... FIVE PERCENT OF BID-----Dollars (\$5% OF BID.),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for.....
RESOLUTION NUMBER 6015-85.....

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into
a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be
specified in the bidding or contract documents with good and sufficient surety for the faithful performance of
such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said
bid and such larger amount for which the Obligee may in good faith contract with another party to perform
the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this..... 14th..... day of..... May..... A.D. 19..85.

HIPSKind CONCRETE CORPORATION

[Signature] (SEAL)
Principal

[Signature]
Title

Witness

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

[Signature]
Witness

By *[Signature]* (SEAL)
Terrence J. Ward Title

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Oscar C. Mitson, Terrence J. Ward, Chris Mitson and Marcia S. Dunwiddie, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.
This power of attorney revokes that issued on behalf of Oscar C. Mitson, etal, dated, June 1, 1982.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of July, A.D. 19 84....



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By

Chris Mitson
Vice-President

STATE OF MARYLAND }
CITY OF BALTIMORE } SS:

On this 26th day of July, A.D. 19 84, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written



Carol J. Fader
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 14th day of May, 19 85

Chris Mitson
Assistant Secretary

It is the policy of Nipskind Concrete Corp that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Nipskind Concrete Corp will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Nipskind Concrete Corp will take affirmative action
(Company) Corp

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Nipskind Concrete Corp
(Name of Company)

David D. Lincoln
(Signature of Company Official)

5-15-85
(Date)

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____% (cross out inapplicable provision).

- C. The undersigned commits _____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- 1.
- 2.
- 3.

- D. The undersigned commits _____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- 1.
- 2.
- 3.

- E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: BECAUSE THE WORK IS BID AND COMPLETED AT SUCH LOW PRICES THAT NO ONE CAN SUB ANY OF IT. I DO ALOT OF IT MYSELF TO HOLD COST DOWN.

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor HIPSKIND CONCRETE Contractor _____
By David Hipkind By _____
Its PRESIDENT Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 20% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

(attach additional sheets if necessary)

Contractor Hipskind Concrete Corp.
By David Hipskind
Its PRESIDENT

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of \$10,000.00)

A. The Offeree's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time- Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 5-15-85, 19 85 Hipskino Concrete
(Name of Bidder)

By

[Signature]

Official Address (including
ZIP code):

5502 MASON DR
FT WAYNE 46809

PRESIDENT
Title

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed 3 counterparts,
(number)
each one of which shall be deemed an original, this 5TH day of
June, 1985.

ATTEST:

Janice M. Hipshind
(Principal) Secretary
(SEAL)

HIPSKIND CONCRETE CORP
Principal

By [Signature]
(S)

(Address)

Michael Harris
Witness as to Principal

(Address)

ATTEST:

FIDELITY & DEPOSIT COMPANY
Surety
By [Signature]
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Marcia Steffen
Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to Date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

HIPSKIND CONCRETE CORPORATION
(Name of Contractor)

5502 MASON DRIVE, FORT WAYNE, IN 46809
(Address of Contractor)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and FIDELITY & DEPOSIT COMPANY OF MARYLAND
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Seventy-nine thousand one hundred fifty and 00/---(Dollars (\$79,150.00-----)) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 12th day of June 19 85, for the construction of:

RESOLUTION NUMBER 6015-85

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1978 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

HIPSKIND CONCRETE CORPORATION
(Name of Contractor)

5502 MASON DRIVE, FORT WAYNE, IN 46809
(Address of Contractor)

a CORPORATION hereinafter called
(Corporation, Partnership, or Individual)

Principal, and FIDELITY & DEPOSIT COMPANY OF MARYLAND
(Name of Surety)

BALTIMORE, MARYLAND 21203
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Seventy-nine thousand one hundred fifty and 00/100 dollars (\$79,150.00-----) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 12th day of June, 19 85, for construction of:

RESOLUTION NUMBER 6015-85

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1978 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3
(number)

counterparts, each one of which shall be deemed an original, this 5TH
day of June, 1985.

ATTEST:

Janice M Hipskind
(Principal) Secretary

[SEAL]

Michael A. Gans
(Witness as to Principal)

(Address)

HIPSKIND CONCRETE CORP
(Principal)
BY: Robert D. Hipskind [S]

(Address)

FIDELITY & DEPOSIT COMPANY
Surety

ATTEST:

(Surety) Secretary

[SEAL]

Marcial Steffen
Witness as to Surety

(Address)

By

Teresa J. Miller
Attorney-in-Fact

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

TITLE OF ORDINANCE Contract for Res. #6015-85, Larez NSA, Phase IV, Hipkind Concrete Company, Inc., Contractor

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety A-85-06-41

SYNOPSIS OF ORDINANCE Contract for Res. #6015-85, Larez NSA, Phase IV, is for
improvement of Masterson Avenue from Lafayette Street to the alley west of
Clinton; and Creighton Avenue from Lafayette to the alley west of Clinton by
reconstructing sidewalks, curbs and drive approaches.

PRIOR APPROVAL RECEIVED on May 28, 1985

Hipkind Concrete Company, Inc., is the Contractor.

EFFECT OF PASSAGE Improvement of above area

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$79,150.00

ASSIGNED TO COMMITTEE

BILL NO. S-85-06-41

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for

Res. #6015-1985, Larez NSA, Phase IV, by the City of Fort Wayne,

by and through its Board of Public Works and Safety and

Hipskind Concrete Company, Inc.

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND ~~PEC~~

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

YES

NO

Samuel J. Talarico

SAMUEL J. TALARICO
CHAIRMAN

Charles B. Redd

CHARLES B. REDD
VICE CHAIRMAN

Paul M. Burns

PAUL M. BURNS

Donald J. Schmidt

DONALD J. SCHMIDT

THOMAS C. HENRY

CONCURRED IN 7-9-85

SANDRA E. KENNEDY
CITY CLERK